CONSTITUTIONAL LAW—WORKMEN'S COMPENSATION ACT—COMPULSORY COMPENSATION.—The plaintiff sued in a common law action to recover for injuries received in the course of employment through the negligence of the defendant company. The Maryland Employer's Liability Act (Laws 1914, ch. 800) required employers to provide compensation and limited the amount that might be recovered, giving the employer an option to secure the compensation through state insurance, insurance with an authorized insurance corporation, or by a deposit of securities with the state commission. If he failed to secure it in any of these ways, the employee could proceed either for compensation under the act or by common law action in which the employer was denied the benefit of certain common law defences. The defendant pleaded that it had complied with the provisions of the act and was not liable to a common law action. The plaintiff demurred, on the ground that the act contravened the Fourteenth Amendment. *Held*, that the act was constitutional. *Solvuca v. Reilly & Ryan Co.* (1917, Md.) 101 Atl. 710.

The act here in question was similar to the New York act upheld in *New York Cent. R. Co. v. White* (1917) 37 Sup. Ct. 247. For a discussion of the constitutionality of the Washington act, which is even more rigid in character, in that it requires employers of certain hazardous occupations to make enforced contributions and denies even the alternative of self-insurance, see (1917) 26 YALE LAW JOURNAL, 618.

CONTRACTS—ASSIGNABILITY—ASSIGNMENT BY PURCHASER ON CREDIT.—The defendant undertook to transport sand and gravel for the plaintiff's assignor, and was to be paid each month for the previous month's deliveries. On being notified of the assignment to the plaintiff, the defendant refused to perform on the ground that the contract was non-assignable. *Held*, that the contract was assignable. *C. H. Little Co. v. Cadwell Transit Co.* (1917, Mich.) 163 N. W. 952.

The assignment in this case involved the substitution of a new party both in respect of the *right* to have sand and gravel transported by the defendant and in respect of the *duty* to pay the price. The power of the possessor of a contract right to effect such a substitution has long since been fully recognized by the common law, by equity, and by statute. See Walter Wheeler Cook, *The Alienability of Choses in Action* (1916) 29 HARV. L. REV. 816. It has been thought, however, that an assignment is invalid if it involves the substitution of a new party to perform a duty of the assignor as well as to enforce his right. *Arkansas V. S. Co. v. Belden Mining Co.* (1888) 127 U. S. 379; *Boston Ice Co. v. Potter* (1877) 123 Mass. 28. This depends on whether or not the duty is one requiring performance by the assignor *in person*, a question to be determined in the same way as are other questions involving the doctrines of conditions precedent. The tendency is now clearly in the direction of holding that performance in person is not a condition precedent. *British Waggon Co. v. Lea* (1880) 5 Q. B. D. 149; *Northwestern L. Co. v. Byers* (1903) 113 Mich. 534, 95 N. W. 529; *Rochester Lantern Co. v. Stiles P. Co.* (1892) 135 N. Y. 209; *cf.* the earlier case of *Robson v. Drummond* (1831, K. B.) 2 B. & Ad. 303. The fact that financial credit has been given to the

assignor does not make the duty to pay the price a purely personal duty; for the assignment does not affect the assignor's liability in case of non-payment, and the assignment deprives the other party of no part of his security. The English courts seem to have carried this to the extreme of holding the assignment good, even though the duty of making payment in the future has been turned over to the assignee and the assignor has disabled himself from performing (as where the assignor is a corporation and has been dissolved). *Tolhurst's Case* [1903] A. C. 414. The principal case goes to no such extreme and is easily sustainable.

C. I.

CRIMINAL LAW—CONSPIRACY TO DEFRAUD UNITED STATES—FRAUDS IN CONGRESSIONAL ELECTIONS.—The defendants demurred to indictments under section 37 of the federal Criminal Code (Comp. St. 1913, sec. 10,201) which makes it an offense to "conspire . . . . to defraud the United States in any manner or for any purpose." The indictments were based on alleged conspiracies to bribe voters or cause illegal voting at congressional elections. *Held,* that the conspiracies described were not within the statute. *United States v. Gradwell* (1916) 37 Sup. Ct. 407.

The question has several times arisen under this statute whether the word "defraud" should be interpreted in an exact technical sense as meaning to deprive, by fraudulent means, of money or property, or whether it should be extended to cover any deceit or imposition practiced on the government or its agents in connection with the government service. Some decisions and dicta in early cases tend to support the narrower construction. *United States v. Thompson* (1886, C. C. D. Oreg.) 29 Fed. 86; *United States v. Milner* (1888, C. C. N. D. Ala.) 36 Fed. 890. *Cf. Cross v. North Carolina* (1889) 132 U. S. 131, 138-139, 10 Sup. Ct. 47, 49. And the general rule is of course well recognized that penal statutes should be strictly construed. *Baldwin v. Franks* (1887) 120 U. S. 678, 691, 7 Sup. Ct. 656, 662; *France v. United States* (1897) 164 U. S. 676, 682, 17 Sup. Ct. 219, 222. Nevertheless the later cases have rejected any limitation to property frauds and have held that the statute is broad enough to cover "any conspiracy for the purpose of impairing, obstructing or defeating the lawful function of any department of government." *Haas v. Henkel* (1910) 216 U. S. 462, 479; 30 Sup. Ct. 249, 254 (conspiracy to obtain advance information of government cotton reports). See also *Curley v. United States* (1904, C. C. A. 1st) 130 Fed. 1 (conspiracy to impersonate another in civil service examination); *United States v. Stone* (1905, D. C. D. N. J.) 135 Fed. 392 (conspiracy to deceive government inspectors of life preservers). Whether the principal case marks a tendency to return to stricter construction may well be doubted. The opinion proceeds chiefly on the special ground that Congress, having constitutional power to regulate congressional elections, and having at one time exercised that power by a comprehensive system of legislation, subsequently repealed this legislation and thus elected to leave the matter to state regulation. Perhaps the case is most noteworthy as an exception to the current tendency to extend the scope of the federal laws and leave less and less to the states.

G. L. K.